

Remarks

Claims 8, 9 and 16 are pending in this application. Claims 1-7 and 10-15 were previously cancelled. Claims 8 and 16 have been amended to delete references to solvates. The “open parenthesis” error in Claim 8 has also been corrected. Claim 9 has been amended for purposes of clarity.

Applicants have addressed the objection to the title of the invention with a new title very similar to the title suggested by the Examiner. Applicants thank the Examiner for the suggestion.

As noted above, the objection to Claim 8 has been addressed through an amendment to that claim.

Applicants contend no new matter is added by any of the amendments presented.

35 U.S.C. 112, first paragraph

All pending claims stand rejected under 35 U.S.C. 112, first paragraph, as not providing enablement for “solvates” of the compounds of the claimed compounds. The Examiner has stated that the specification provides enablement for the preparation of the salts of the claimed compounds.

Applicants respectfully contend, this rejection is no longer applicable as the language of concern has been deleted from claims 8 and 16.

35 U.S.C. 103(a)

All pending claims stand rejected under 35 U.S.C. 103(a) over WO/2004/026305 (published 1 April 2004, filed 17 September 2003, claiming priority to U.S. Provisional Application 60/412,158, filed 19 September 2002) in view of U.S. 6,410,561. The cited PCT reference is stated to be prior art only under 35 U.S.C. 102(e). This rejection may be overcome by, among other options, showing that WO 2004/026305 is disqualified under 35 U.S.C. 103(c) in a rejection under 35 U.S.C. 103(a).

Applicants respectfully traverse this rejection, assert the reference is disqualified, and request reconsideration in view of Exhibits 1-4 enclosed with this paper. Exhibits 1 and 2 are copies of the Assignment documents for the provisional and International application WO 2004/026305. Both the provisional and WO 2004/026305 are assigned to Eli Lilly and Company. Also enclosed as Exhibits 3 and 4 are Assignments for the priority application European Patent Application 04380058.0, filed in the Spanish Receiving Office and the International Application under the Patent Cooperation Treaty (PCT) filed in the United States Patent and Trademark Office acting as Receiving Office, serial number PCT/US2005/007051 (Publication Number WO 2005/0900286 A1) for the present application.

Applicants contend that at the time the present invention was made, the inventors were under an obligation to assign their inventions to Eli Lilly and Company. The four Exhibits, and particularly Exhibits 3 and 4, evidence the inventors complied with their obligation and, in fact,

assigned all rights to their invention to Eli Lilly and Company. Applicants respectfully contend the enclosed Assignment exhibits evidence the cited reference (also assigned to Eli Lilly and Company; Exhibits 1 and 2) is not available as 35 U.S.C. 102(e)/103(a) prior art against the presently claimed invention under 35 U.S.C. 103(c).

Applicants were all employees of Eli Lilly and Company at the time the present invention was made. They were under an obligation to assign any inventions made to Eli Lilly and Company. Assignment Exhibit 1 is recorded at Reel 017354, Frame 0769 (12 pages). Attached as Exhibit 2 is a copy of the Assignment of International Application PCT/US2003/026300 (WO 2004/026305) showing title is held by Eli Lilly and Company, recorded at Reel 020395, Frame 0817 (15 pages). Also attached as Exhibits 3 and 4 are copies of the Assignments of the inventions disclosed in the provisional patent application and the International patent application of the present patent application evidencing Eli Lilly and Company as the assignee of the inventions. Assignment Exhibit 3 is not recorded. Assignment Exhibit 4, an Assignment of International Application PCT/US2005/007051 is recorded at Reel 018912, Frame 0814 (8 pages). Because the inventors of the present invention were, at the time the invention was made, under an obligation to assign and did assign such inventions to Eli Lilly and Company, Applicants respectfully contend they have clearly demonstrated under 35 U.S.C. 103(c), the WO 2004/026305 reference is not available as a 102(e)/103(a) reference against the present application.

Applicants respectfully disagree with the Examiner's characterization and application of Shinkai, et al., U.S. 6,410,561 against the claims of the present application. In view of the disqualification of Blanco-Pillado, et al. (WO 2004/026305) under 35 U.S.C. 103(c), no further discussion is believed necessary to overcome the rejection based on a combination of the references.

Applicants believe they have fully responded, and overcame, all matters raised in the November 29, 2007 Office Action and respectfully request favorable consideration of the present invention, as claimed.

Respectfully submitted,

/John C. Demeter/

John C. Demeter
Attorney for Applicants
Registration No. 30,167
Phone: 317-276-3785

Eli Lilly and Company
Patent Division
P.O. Box 6288
Indianapolis, Indiana 46206-6288
January 25, 2008

ASSIGNMENT

WHEREAS we, Maria-Jesus Blanco-Pillado; Mark Donald Chappell; Marta Garcia De La Torre; James Erwin Fritz; William Glen Holloway; James Edward Matt, Jr.; Charles Howard Mitch; Steven James Quimby; Miles Goodman Siegel; Dana Rae Smith; Russell Dean Stucky; Kumiko Takeuchi; Elizabeth Marie Thomas; and Chad Nolan Wolfe, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, OPIOID RECEPTOR ANTAGONISTS, filed September 19, 2002, as application Serial No. ~~6042158~~ (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations,

assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

9/25/2002
Date

Maria-Jesus Blanco
Maria-Jesus Blanco-Pillado

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Maria-Jesus Blanco-Pillado and acknowledged the execution of the foregoing instrument this 25th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9/24/2002
Date

Mark Donald Chappell
Mark Donald Chappell

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Mark Donald Chappell and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires
Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9/24/02

Date


Marta Garcia De La Torre

UNITED STATES OF AMERICA

STATE OF INDIANA)

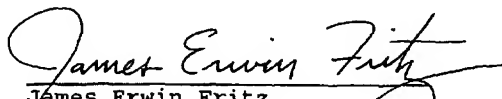
COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Marta Garcia De La Torre and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.


Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9/24/2002
Date
James Erwin Fritz

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared James Erwin Fritz and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.


Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9-24-02

Date

William Glen Holloway
William Glen Holloway

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared William Glen Holloway and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis

Hendricks County

My Commission Expires

February 11, 2008

9/24/2002

Date

James Edward Matt, Jr.
James Edward Matt, Jr.

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared James Edward Matt, Jr. and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis

Hendricks CountyMy Commission Expires

February 11, 2008

Sept. 24, 2002
Date

Charles Howard Mitch
Charles Howard Mitch

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Charles Howard Mitch and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

Sept. 24, 2002
Date

Steven James Quimby
Steven James Quimby

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Steven James Quimby and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

Sept. 24, 2002
Date

Miles Goodman Siegel
Miles Goodman Siegel

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Miles Goodman Siegel and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. BuisHendricks County

My Commission Expires

February 11, 2008

9/24/2002
Date

Dana Rae Smith
Dana Rae Smith

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Dana Rae Smith and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. BuisHendricks County

My Commission Expires

February 11, 2008

9-24-02
Date

Russell Dean Stucky
Russell Dean Stucky

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Russell Dean Stucky and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9-24-02
Date

Kumiko Takeuchi
Kumiko Takeuchi

UNITED STATES OF AMERICA

STATE OF INDIANA)
COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Kumiko Takeuchi and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

9-24-02

Date

Elizabeth M. Thomas
Elizabeth Marie Thomas

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Elizabeth Marie Thomas and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis

Hendricks County

My Commission Expires

February 11, 2008

9-24-02

Date

Chad N. Wolfe
Chad Nolan Wolfe

UNITED STATES OF AMERICA

STATE OF INDIANA)

COUNTY OF MARION

Before me, a Notary Public for Hendricks County, State of Indiana, personally appeared Chad Nolan Wolfe and acknowledged the execution of the foregoing instrument this 24th day of September, 2002.

Susan L. Buis
Notary Public

My Commission Expires

Susan L. Buis

Hendricks County

My Commission Expires

February 11, 2008

ASSIGNMENT

WHEREAS we, Nuria Diaz Buezo and Concepcion Pedregal-Tercero, have made an invention which is the subject of a PROVISIONAL PATENT APPLICATION, titled, OPIOID RECEPTOR ANTAGONISTS, filed September 19, 2002, as application Serial No. ~~604/2158~~ (hereinafter the "Application"); and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire our entire right, title, and interest in the Application and in all inventions disclosed in the Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, we hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively, "Lilly") our entire right, title, and interest in, the Application and in all inventions disclosed therein; all rights of priority thereto pursuant to the International Convention for the Protection of Industrial Property; any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by us had this Assignment and sale to Lilly not been made.

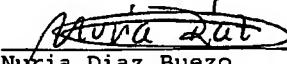
For ourselves and for our heirs, successors and legal representatives, we covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For ourselves and for our heirs, successors and legal representatives, we further covenant and agree with Lilly that upon request we and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to us or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations,

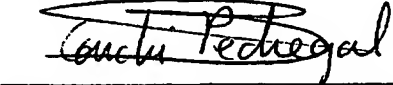
assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF we have executed this assignment on the date indicated below.

9-25-2002
Date


Nuria Diaz Buezo

9-25-2002
Date


Concepcion Pedregal-Tercero

ASSIGNMENT

WHEREAS,

Dana Rae Benesh
13287 Beckwith Drive
Westfield, Indiana 46074
Citizenship: USA

Maria Jesus Blanco-Pillado
11874 Gray Eagle Drive
Fishers, Indiana 46037
Citizenship: Spain

Mark Donald Chappell
541 Pitney Drive
Noblesville, Indiana 46062
Citizenship: USA

Marta Garcia De La Torre
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Nuria Diaz Buezo
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

James Erwin Fritz
9757 North Moonstone Place
McCordsville, Indiana 46055
Citizenship: USA

William Glen Holloway
9590 East 600 South
Zionsville, Indiana 46077
Citizenship: USA

James Edward Matt, Jr.
11436 Harlequin Lane, Apt. 413
Fishers, Indiana 46038
Citizenship: USA

Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: USA

Concepcion Pedregal-Tercero
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Steven James Quimby
10657 Kestrel Court
Noblesville, Indiana 46060
Citizenship: USA

Miles Goodman Siegel
1708 West 74th Place
Indianapolis, Indiana 46260
Citizenship: USA

Russell Dean Stucky
6045 Barth Avenue
Indianapolis, Indiana 46227
Citizenship: USA

Kumiko Takeuchi
6342 Robinsrock Drive
Indianapolis, Indiana 46268
Citizenship: USA

Elizabeth Marie Thomas
798 Robin Road
Lexington, KY 40502
Citizenship: USA

Chad Nolan Wolfe
16096 Tenor Way
Noblesville, Indiana 46060
Citizenship: USA

are inventors or co-inventors (with the persons listed above) of an invention that is the subject of a patent application ("Application") which is entitled DIARYL ETHERS AS OPIOID RECEPTOR ANTAGONIST, containing 552 pages and 0 sheets of drawings, and which:

- ☐ is being filed:
☒ was filed:

- ☐ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ in the Spanish Patent Office as a European Application
- ☒ as an international application under the Patent Cooperation Treaty ("PCT"), with United States Patent and Trademark Office acting as Receiving Office

on 17 September 2003 and accorded serial number PCT/US03/26300;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in

Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

I have executed this assignment on the date indicated below.

1/15/2008
Date

Dana Rae Benesh
Dana Rae Benesh

1/15/2008
Date

Maria Jesus Blanco Villado
Maria Jesus Blanco Villado

1/9/08
Date

Mark Donald Chappell
Mark Donald Chappell

1/9/08
Date

James Erwin Fritz
James Erwin Fritz

Jan. 9, 2008
Date

William Glen Holloway
William Glen Holloway

1/9/2008
Date

James Edward Matt, Jr.
James Edward Matt, Jr.

1/9/2008
Date

Charles Howard Mitch
Charles Howard Mitch

1/9/2008
Date

Steven James Quimby
Steven James Quimby

Jan. 9, 2008
Date

Miles Goodman Siegel
Miles Goodman Siegel

9 Jan 2008
Date

Russell Dean Stucky
Russell Dean Stucky

Jan 9, 2008
Date

Kumiko Takeuchi
Kumiko Takeuchi

9-Jan-2008
Date

Chad Nolan Wolfe
Chad Nolan Wolfe

ASSIGNMENT

WHEREAS,

Dana Rae Benesh
13287 Beckwith Drive
Westfield, Indiana 46074
Citizenship: USA

Maria Jesus Blanco-Pillado
11874 Gray Eagle Drive
Fishers, Indiana 46037
Citizenship: Spain

Mark Donald Chappell
541 Pitney Drive
Noblesville, Indiana 46062
Citizenship: USA

Marta Garcia De La Torre
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Nuria Diaz Buezo
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

James Erwin Fritz
9757 North Moonstone Place
McCordsville, Indiana 46055
Citizenship: USA

William Glen Holloway
9590 East 600 South
Zionsville, Indiana 46077
Citizenship: USA

James Edward Matt, Jr.
11436 Harlequin Lane, Apt. 413
Fishers, Indiana 46038
Citizenship: USA

Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: USA

Concepcion Pedregal-Tercero
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Steven James Quimby
10657 Kestrel Court
Noblesville, Indiana 46060
Citizenship: USA

Miles Goodman Siegel
1708 West 74th Place
Indianapolis, Indiana 46260
Citizenship: USA

Russell Dean Stucky
6045 Barth Avenue
Indianapolis, Indiana 46227
Citizenship: USA

Kumiko Takeuchi
6342 Robinsrock Drive
Indianapolis, Indiana 46268
Citizenship: USA

Elizabeth Marie Thomas
798 Robin Road
Lexington, KY 40502
Citizenship: USA

Chad Nolan Wolfe
16096 Tenor Way
Noblesville, Indiana 46060
Citizenship: USA

are inventors or co-inventors (with the persons listed above) of an invention that is the subject of a patent application ("Application") which is entitled DIARYL ETHERS AS OPIOID RECEPTOR ANTAGONIST, containing 552 pages and 0 sheets of drawings, and which:

- ☐ is being filed:
☒ was filed:

- ☐ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ in the Spanish Patent Office as a European Application
- ☒ as an international application under the Patent Cooperation Treaty ("PCT"), with United States Patent and Trademark Office acting as Receiving Office

on 17 September 2003 and accorded serial number PCT/US03/26300;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in

ASSIGNMENT

WHEREAS,

Dana Rae Benesh
13287 Beckwith Drive
Westfield, Indiana 46074
Citizenship: USA

Maria Jesus Blanco-Pillado
11874 Gray Eagle Drive
Fishers, Indiana 46037
Citizenship: Spain

Mark Donald Chappell
541 Pitney Drive
Noblesville, Indiana 46062
Citizenship: USA

Marta Garcia De La Torre
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Nuria Diaz Buezo
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

James Erwin Fritz
9757 North Moonstone Place
McCordsville, Indiana 46055
Citizenship: USA

William Glen Holloway
9590 East 600 South
Zionsville, Indiana 46077
Citizenship: USA

James Edward Matt, Jr.
11436 Harlequin Lane, Apt. 413
Fishers, Indiana 46038
Citizenship: USA

Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: USA

Concepcion Pedregal-Tercero
Lilly, S.A.
Avda. Industria, 30
28108 Alcobendas
Madrid, Spain
Citizenship: Spain

Steven James Quimby
10657 Kestrel Court
Noblesville, Indiana 46060
Citizenship: USA

Miles Goodman Siegel
1708 West 74th Place
Indianapolis, Indiana 46260
Citizenship: USA

Russell Dean Stucky
6045 Barth Avenue
Indianapolis, Indiana 46227
Citizenship: USA

Kumiko Takeuchi
6342 Robinsrock Drive
Indianapolis, Indiana 46268
Citizenship: USA

Elizabeth Marie Thomas
798 Robin Road
Lexington, KY 40502
Citizenship: USA

Chad Nolan Wolfe
16096 Tenor Way
Noblesville, Indiana 46060
Citizenship: USA

are inventors or co-inventors (with the persons listed above) of an invention that is the subject of a patent application ("Application") which is entitled DIARYL ETHERS AS OPIOID RECEPTOR ANTAGONIST, containing 552 pages and 0 sheets of drawings, and which:

☐ is being filed:
☒ was filed:

- ☐ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☐ in the Spanish Patent Office as a European Application
- ☒ as an international application under the Patent Cooperation Treaty ("PCT"), with United States Patent and Trademark Office acting as Receiving Office

on 17 September 2003 and accorded serial number PCT/US03/26300;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in

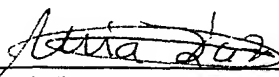
Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

I have executed this assignment on the date indicated below.

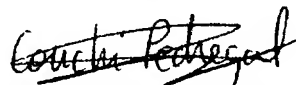
20/DEC/2007
Date


Marta Garcia De La Torre

20/Dec/2007
Date


Nuria Diaz Buezo

20/Dec/2007
Date


Concepcion Pedregal-Tercero

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled OPIOID RECEPTOR ANTAGONISTS, containing 36 pages and 0 drawings, and which:

☐ is being filed:
☒ was filed:

- ☐ in the United States Patent and Trademark Office
- ☐ in the United Kingdom Patent Office
- ☐ in the European Patent Office
- ☒ in the Spanish Patent Office as a European Application

☐ as an international application under the Patent Cooperation Treaty ("PCT"), with:

- ☐ United States Patent and Trademark Office acting as Receiving Office, or
- ☐ International Bureau acting as Receiving Office;

on 12 March 2004 and accorded application number 04 380 058.0;

and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent

term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.


For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

April, 16th 2004

Date



Marta Garcia De La Torre
Avenida de la Industria 30
28108 Alcobendas, Spain
Citizenship: Spain

March 25, 2004
Date

Charles Howard Mitch
Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: U.S.A.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for Hendricks County, State of Indiana,
personally appeared Charles Howard Mitch and acknowledged the execution of the foregoing
instrument this 25th day of March, 2004.

Susan L. Buis
Notary Public
Commission Expires:

Susan L. Buis
Hendricks County
My Commission Expires
February 11, 2008

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled Opioid Receptor Antagonists, containing 36 pages and 0 drawings, and which:

☐ is being filed:

☒ was filed:

☐ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

☐

on 08 March 2005 and accorded serial number PCT/US2005/007051

and

WHEREAS ELI LILLY AND COMPANY., an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;


NOW, THEREFORE, in consideration of my employment, any agreements ~~related~~ thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

3/30/05
Date



Marta Garcia de la Torre
Avenida de la Industria 30
28108 Alcobendas, Madrid
Spain
Citizenship: Spain

Date _____

Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: U.S.A.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public for _____ County, State of Indiana,
personally appeared Charles Howard Mitch and acknowledged the execution of the foregoing
instrument this ____ day of _____, 2005.

Notary Public
Commission Expires: _____

ASSIGNMENT

WHEREAS I, am an inventor or co-inventor (with the persons listed below) of an invention that is the subject of a patent application ("Application") which is entitled Opioid Receptor Antagonists, containing 36 pages and 0 drawings, and which:

☐ is being filed:

☒ was filed:

☐ in the United States Patent and Trademark Office

☐ in the United Kingdom Patent Office

☐ in the European Patent Office

☐ in the Spanish Patent Office as a European Application

☒ as an international application under the Patent Cooperation Treaty ("PCT"), with:

☒ United States Patent and Trademark Office acting as Receiving Office, or

☐ International Bureau acting as Receiving Office;

☐

on 08 March 2005 and accorded serial number PCT/US2005/007051

and

WHEREAS ELI LILLY AND COMPANY., an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of my employment, any agreements related thereto, or other good and valuable consideration, the receipt of which is hereby acknowledged, I hereby assign to Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in any country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications filed under the PCT, United States provisional patent applications, subsequent United States provisional patent applications claiming some or all of this invention, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates; and any related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

Date

Marta Garcia de la Torre
Avenida de la Industria 30
28108 Alcobendas, Madrid
Spain
Citizenship: Spain

March 9, 2005
Date

Charles Howard Mitch
Charles Howard Mitch
3210 Grove Parkway
Columbus, Indiana 47203
Citizenship: U.S.A.

UNITED STATES OF AMERICA

STATE OF INDIANA)
) SS:
COUNTY OF MARION)



Before me, a Notary Public for Johnson County, State of Indiana,
personally appeared Charles Howard Mitch and acknowledged the execution of the foregoing
instrument this 9 day of March, 2005.

Laura Waltz
Notary Public
Commission Expires: _____

LAURA WALTZ
MY COMMISSION EXPIRES
MARCH 20, 2008
RESIDENT OF JOHNSON COUNTY